

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT
Southern District Of New York

In re Lehman Brothers Holdings Inc., et al., Debtors

Case No. 08-13555 (SCC)
(Jointly Administered)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

Barclays Bank PLC

Name and address where notices to transferee should be sent:

Barclays Bank PLC
125 S. West St.
Wilmington, DE 19801
Attn: Salvatore Russo, Distressed Loan Closing
Email: distressedclosers@barclays.com

With a copy to:

Barclays Bank PLC
745 Seventh Avenue, 2nd Floor
New York, NY 10019
Attn: Daniel Miranda
Email: daniel.miranda@barclays.com

Name of Transferor

Silver Point Capital Fund, L.P.

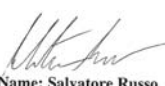
Court Claim # (if known): See Schedule 1

Amount of Claim as Allowed: See Schedule 1
Amount of Claim Transferred: See Schedule 1

Date Claim Filed: See Schedule 1

Debtor: Lehman Brothers Holdings Inc.

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:  **Date:** 2018.10.1
Name: Salvatore Russo
Title: Authorized Signatory **2 17:11:28 -04'00'** Date: October 12, 2018

Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Schedule 1

Court Claim Number	Amount of Claim Transferred (as Allowed)	Date Claim Filed
42244.00	\$140,491.47	October 19, 2009
49617.03	\$2,354,967.81	October 27, 2009
55829.86	\$441,341.89	October 29, 2009
58781.28	\$1,126,769.98	October 30, 2009
58781.29	\$161,778.06	October 30, 2009
58781.30	\$177,388.22	October 30, 2009
66501.04	\$780,212.38	April 6, 2010
66501.33	\$1,450,503.78	April 6, 2010

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Silver Point Capital Fund, L.P.** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **Barclays Bank PLC** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable amounts set forth in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number (see Schedule 1) filed by or on behalf of Seller's predecessor in interest (the "Proof of Claim") against Lehman Brothers Holdings Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (SCC) ("LBHI" or the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any predecessor in interest acquired the rights underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"). For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claims, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other general unsecured creditors of the same class and type as the Purchased Claim; (g) Seller or its predecessor in interest has received the distributions paid by the Debtor in respect of the Transferred Claims (collectively, the "LBHI Distributions") reflected in Schedule 2 attached hereto; (h) Seller or its predecessor in interest has received the distributions paid by Lehman Brothers Treasury Co. B.V. ("Lehman BV") in respect of the Transferred Claims (collectively, the "BV Distributions"), reflected in Schedule 2 attached hereto; (i) other than the LBHI Distributions and the BV Distributions, Seller has not received any payments or distributions, whether directly or indirectly, on account of the Transferred Claims or the Purchased Security.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the

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Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. a) All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

b) Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from (i) Seller's failure to provide true and correct copies of any and all Notice of Proposed Allowed Claim Amounts (whether received by Seller or any predecessor in interest) which relate to the Proof of Claim, (ii) Seller's failure to provide true and correct copies of any and all disbursement notices (whether received by Seller or any predecessor in interest) from the Debtor in connection with the LBHI Distributions on account of the Transferred Claims (other than the disbursement notices being provided by Seller to Purchaser dated April 6, 2017, October 5, 2017, December 7, 2017, April 5, 2018 and October 4, 2018), or (iii) any unexecuted agreements or agreements containing mistakes or errors relating to any of Seller's predecessors in interest agreements (including, for the avoidance of doubt, any evidence of transfer of claim agreements of Seller or Seller's predecessors in interest), including, but not limited to, mistakes or errors with respect to claim amounts, allowed amounts or party names.

5. Following the date of this Agreement, Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser (including, for the avoidance of doubt, any distributions Seller received after the trade date of June 5, 2017, including, without further limitation, the distributions made by the Debtor on or around October 5, 2017, December 7, 2017, April 5, 2018 and October 4, 2018; and by Lehman BV on or around October 23, 2017, January 16, 2018 and May 2, 2018). Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

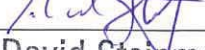
7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

[Signature page follows]

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IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 12th day of October 2018.

Silver Point Capital Fund, L.P.

By: 
Name: David Steinmetz
Title: Authorized Signatory

Address:
2 Greenwich Plaza
Greenwich, CT 06880
Phone: 203.542.4000
Email: FEDS@silverpointcapital.com

Barclays Bank PLC

By: 
Name: Salvatore Russo
Title: Authorized Signatory

Address:
125 S. West St.
Wilmington, DE 19801
Attn: Distressed Loan Closing
Phone: (302) 286-2398
Email: distressedclosers@barclays.com

Date:
2018.10.1
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Schedule I

Transferred Claims

Purchased Claim

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0268043709	42244.00	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 99,000.00	\$140,491.47

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0268043709	58781.28	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 794,000.00	\$1,126,769.98

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0268043709	58781.29	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 114,000.00	\$161,778.06

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Schedule I-1

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0268043709	58781.30	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 125,000.00	\$177,388.22

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0268043709	66501.04	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 551,000.00	\$ 780,212.38

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0268043709	66501.33	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,024,000.00	\$ 1,450,503.78

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0270686859	49617.03	Lehman Brothers Treasury	Lehman Brothers Holdings Inc.	EUR 1,650,000.00	\$ 2,354,967.81

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Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	POC	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	XS0339537390	55829.86	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 311,000.00	\$ 441,341.89

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Schedule 2

LBH Distributions

ISIN	POC	First Distribution (USD)	Second Distribution (USD)	Third Distribution (USD)	Fourth Distribution (USD)	Fifth Distribution (USD)	Sixth Distribution (USD)	Seventh Distribution (USD)	Eighth Distribution (USD)	Ninth Distribution (USD)	Tenth Distribution (USD)	Eleventh Distribution (USD)	Twelfth Distribution (USD)	Thirteenth Distribution (USD)	Fourteenth Distribution (USD)	Fifteenth Distribution (USD)	Sixteenth Distribution (USD)
XS0268043709	42244.00	5,070.66	3,421.78	4,321.96	5,124.17	5,566.04	4,177.31	2,850.76	2,174.33	603.38	898.51	1,579.67	1,203.13	769.68	1,095.33	442.05	683.33
XS0268043709	58781.28	40,667.71	27,443.37	34,662.99	41,096.87	44,640.78	33,502.87	22,863.71	17,438.58	4,839.24	7,206.26	12,669.31	9,649.31	6,173.00	8,784.74	3,545.33	5,480.47
XS0268043709	58781.29	5,838.94	3,940.23	4,976.80	5,900.56	6,409.38	4,810.24	3,282.70	2,402.78	604.80	1,034.65	1,819.02	1,385.42	886.30	1,261.28	509.03	786.87
XS0268043709	58781.30	6,402.35	4,320.43	5,457.02	6,469.91	7,027.83	5,274.38	3,599.45	2,745.37	761.85	1,134.49	1,994.54	1,519.10	971.82	1,382.99	558.14	862.80
XS0268043709	66501.04	28,159.65	19,002.69	24,001.79	28,456.82	30,910.73	23,198.48	15,831.58	12,075.04	3,350.85	4,989.85	8,772.65	6,681.50	4,274.39	6,082.84	2,454.90	3,794.86
XS0268043709	66501.33	52,352.00	35,328.17	44,622.07	52,904.47	57,466.58	43,128.63	29,432.71	22,448.88	6,229.61	9,276.70	16,309.35	12,421.66	7,946.57	11,308.69	4,563.94	7,055.08
XS0270686859	49617.03	84,996.18	57,357.10	72,446.23	85,893.14	93,299.96	70,021.55	47,785.52	36,446.92	10,114.09	15,061.20	26,479.07	20,167.21	12,901.67	18,360.25	7,409.79	11,454.28
XS0339537390	55829.86	15,929.04	10,749.23	13,577.07	16,097.14	17,485.24	13,122.66	8,955.43	6,830.48	1,895.47	2,822.60	4,962.41	3,779.52	2,417.89	3,440.87	1,388.66	2,146.63

LBT Distributions

ISIN	First Distribution 8-May-13	Second Distribution 24-Oct-13	Third Distribution 28-Apr-14	Fourth Distribution 28-Oct-14	Fifth Distribution 27-Apr-15	Sixth Distribution 29-Oct-15	Seventh Distribution 28-Apr-16	Eighth Distribution 14-Jul-16	Ninth Distribution 29-Nov-16	Tenth Distribution 4-May-17	Eleventh Distribution 23-Oct-17	Twelfth Distribution 16-Jan-18	Thirteenth Distribution 2-May-18
XS0268043709 (EUR)	352,005.62	137,901.61	148,216.84	122,540.17	98,172.75	71,430.06	19,993.82	29,941.04	55,085.06	40,657.25	24,013.53	33,757.10	12,739.20
XS0270686859 (EUR)	166,519.62	65,235.68	70,115.39	57,968.80	46,441.55	33,790.67	9,458.27	14,163.89	26,058.52	19,233.30	11,359.83	15,969.12	6,026.40
XS0339537390 (EUR)	34,829.00	13,644.60	14,665.23	12,124.67	9,713.65	7,067.61	1,978.28	2,962.50	5,450.36	4,022.81	2,376.01	3,340.08	1,260.47